

DATE _____

2018/19 MOUNT SKI GULL

FOR ANY RACING/TRAINING/COMPETITION, TO INCLUDE BUT NOT LIMITED TO: HIGH SCHOOL ALPINE AND CROSS COUNTRY, TERRAIN PARK BASED TRAINING/EVENTS, DEMONSTRATIONS OR COMPETITIONS

PLEASE READ CAREFULLY, THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS & NAME & LIKENESS RELEASE

1. As a condition of my being permitted to participate and compete in any event at **SKI GULL for the entire 2018/19 Winter Season** , hereinafter referred to "event(s)/activity", portions of which may be (but are not guaranteed to be) televised, and in consideration of the opportunity to compete and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I grant permission to SKI GULL and other official sponsors their parent companies, their successors and assigns to utilize my appearance, name, voice and likeness (if at all) in connection with the Event(s)/ Activity in any and all manner and media throughout the world in perpetuity.
2. I am physically fit to participate in the Event(s)/Activity in which I have chosen to participate, and have not been advised otherwise by a medical practitioner.
3. In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in or attendance at the Event(s) Activity, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.
4. I agree that before I participate in any Event(s)/Activity, I will inspect the related facilities and equipment. I will immediately advise the supervisor of the Event(s)/Activity of any unsafe condition that I observe. I will refuse to participate in the event until all unsafe conditions observed by me have been remedied.
5. I hereby agree to follow all rules and regulations of the competition, including but not limited to: **1) ALL RIDERS/SKIERS MUST WEAR A HELMET DURING THE COMPETITION 2) INVERTED AERIALS ARE NOT RECOMMENDED.**
6. **I UNDERSTAND THAT I AND EACH PARTICIPANT** in the **EVENT(S)/ACTIVITY** , will be engaging in activities that involve **VARIOUS RISKS, THAT INCLUDE BUT ARE NOT LIMITED TO** the **RISK OF SERIOUS PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, DISMEMBERMENT AND DEATH**, and that also involve the risk of severe economic and property loss and damage. I understand that these risks may result from actions, negligence and failure to act of myself and others (including but not limited to other participants in, and the sponsors, organizers and volunteers of the Event(s)/Activity) and from the rules of play, the challenges of the event and the condition of any facilities or equipment used. I also understand that there may be risks involved which are not known to me or to the Distributors, Sponsors, Organizers and Volunteers, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the activities in which I may participate. **I UNDERSTAND AND ACCEPT ALL OF THE FOREGOING RISKS. RECOGNIZING THESE RISKS, ADULT VOLUNTARILY CHOOSES TO ALLOW THE CHILD TO TAKE PART IN THE EVENT(S)/ACTIVITY OR CHOOSES TO TAKE PART IN THE EVENT(S)/ACTIVITY HIM/HERSELF. I RELEASE SKI GULL FOR CLAIMS OF NEGLIGENCE RESULTING IN PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. THIS RELEASE DOES NOT APPLY TO RECKLESS INTENTIONAL OR WILFUL AND WANTON CLAIMS.**
7. In consideration of using the facilities of **SKI GULL**, **ADULT** agrees that **ANY AND ALL CLAIMS** for injury and/or death arising from participation in the **EVENT(S)/ACTIVITY** shall be **GOVERNED BY MINNESOTA LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT** residing where the alleged incident occurred or in the **FEDERAL COURT FOR THE STATE OF MINNESOTA**.
8. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. The undersigned **ADULT** acknowledges that he/she is also signing this release on behalf of the **CHILD**, and that the **CHILD** shall be bound by all terms of this release. This release shall be binding upon the assignees, subrogates, distributors, heirs, next of kin, executors and personal representatives of **THE UNDERSIGNED**. By signing this agreement as an **ADULT**, you represent that you are at least 18 years of age, and, if signing as the parent or guardian of the **CHILD**, that you are the **LEGAL** parent or guardian of the **CHILD**.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE. I HAVE VOLUNTARILY SIGNED THIS RELEASE.

I RELEASE SKI GULL FOR CLAIMS OF NEGLIGENCE RESULTING IN PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.

I represent that I am a parent or guardian of the minor who has signed the release, and I agree that we both will be bound thereby. **Parent/Guardian:** If the **COMPETITOR** is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

SIGNATURE OF COMPETITOR or PARENT/GUARDIAN OF MINOR COMPETITOR SIGNATURE: _____

PLEASE PRINT COMPETITOR'S NAME _____

PLEASE PRINT NAME OF TRAINING/COMPETITION OR CAMP _____